
State: District of Columbia **First Filing Company:** American Alternative Insurance Corporation, ...
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0020 Commercial Umbrella and Excess
Product Name: Commercial Excess
Project Name/Number: 2020 New/Revised Commercial Excess Endorsements/BM-UMXS-FO-GEN-MU-2019-3

Filing at a Glance

Companies: American Alternative Insurance Corporation
American Family Home Insurance Company
American Southern Home Insurance Company

Product Name: Commercial Excess

State: District of Columbia

TOI: 17.0 Other Liability-Occ/Claims Made

Sub-TOI: 17.0020 Commercial Umbrella and Excess

Filing Type: Form

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Requested (New):

Effective Date: 05/01/2020

Requested (Renewal):

Author(s): Beth MacDougall

Reviewer(s):

Disposition Date:

Disposition Status:

Effective Date (New):

Effective Date (Renewal):

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General Information

Project Name: 2020 New/Revised Commercial Excess Endorsements

Status of Filing in Domicile: Pending

Project Number: BM-UMXS-FO-GEN-MU-2019-3

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 12/10/2019

State Status Changed:

Deemer Date:

Created By: Beth MacDougall

Submitted By: Beth MacDougall

Corresponding Filing Tracking Number:

Filing Description:

American Alternative Insurance Corporation (AAIC) (NAIC Company Number 19720), American Family Home Insurance Company (AFH) (NAIC Company Number 23450), and American Southern Home Insurance Company (ASH) (NAIC Company Number 41998) are submitting the enclosed Commercial Excess form filing.

The purpose of this filing is to submit new and revised proprietary endorsements for use with ISO's Commercial Excess Liability Coverage Part (ISO Form Number CX 00 01 04 13). A Forms Explanatory Memorandum, which provides detailed information on each form, is enclosed for your reference.

There is no rate/rule impact associated with this submission.

We propose that this filing apply to all policies effective on or after May 1, 2020.

Please feel free to contact me with any questions regarding this submission.

Company and Contact

Filing Contact Information

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Filing Company Information

American Alternative Insurance
Corporation
555 College Road East
Princeton,, NJ 08543-5241
(800) 305-4954 ext. [Phone]

CoCode: 19720
Group Code: 361
Group Name: Munich Re Group
FEIN Number: 52-2048110

State of Domicile: Delaware
Company Type:
State ID Number:

American Family Home Insurance
Company
7000 Midland Boulevard
Amelia, OH 45102
(800) 305-4954 ext. [Phone]

CoCode: 23450
Group Code: 361
Group Name: Munich Re Group
FEIN Number: 31-0711074

State of Domicile: Florida
Company Type:
State ID Number:

American Southern Home
Insurance Company
7000 Midland Boulevard
Amelia, OH 45102
(800) 305-4954 ext. [Phone]

CoCode: 41998
Group Code: 361
Group Name: Munich Re Group
FEIN Number: 59-2236254

State of Domicile: Florida
Company Type:
State ID Number:
CF10001040

Filing Fees

Fee Required? No
Retaliatory? No
Fee Explanation:

State: District of Columbia

First Filing Company:

American Alternative Insurance Corporation, ...

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0020 Commercial Umbrella and Excess

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Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		Coverage For Designated Dams, Levees, Dikes Or Reservoirs	CXE 03 37	01 20	END	New		48.500	CXE 03 37 01 20.pdf
2		Pollution Liability Exclusion – Public Entity Operations	CXE 03 38	01 20	END	New		47.500	CXE 03 38 01 20.pdf
3		Emergency Service Organization Amendatory Endorsement	CXE 03 39	01 20	END	New		52.200	CXE 03 39 01 20.pdf
4		Pollution Liability – Designated Above Ground Storage Tank Exclusion	CXE 03 40	01 20	END	New		48.500	CXE 03 40 01 20.pdf
5		Emergency Service Organization – Named Insured Limitation Endorsement	CXE 03 41	01 20	END	New		49.000	CXE 03 41 01 20.pdf
6		Coverage For Designated Dams, Levees, Dikes Or Reservoirs – Differing Conditions Endorsement	CXE 03 42	01 20	END	New		47.900	CXE 03 42 01 20.pdf
7		Other Valid And Collectible Insurance Amendment – Emergency Service Organizations	CXE 03 43	01 20	END	New		49.300	CXE 03 43 01 20.pdf
8		Unmanned Aircraft Liability Coverage Sublimit	CXE 03 44	01 20	END	New		47.700	CXE 03 44 01 20.pdf
9		Exclusion – Data Privacy, Cyber Liability, Cyber Expense And Privacy Crisis Management Expense	CXE 03 19	01 20	END	Replaced	<div>Previous Filing Number: AMLX-G131322061</div> <div>Replaced Form Number: CXE 03 19 10 17</div>	48.300	CXE 03 19 01 20.pdf

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule

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DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE FOR DESIGNATED DAMS, LEVEES, DIKES OR RESERVOIRS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE

Designated Dam(s), Levee(s), Dike(s) or Reservoir(s):

The following exclusion is added to Paragraph **2. Exclusions** of **Section I - Coverages**:

With the exception of the Dam(s), Levee(s), Dike(s) or Reservoir(s) listed in the above Schedule, this insurance does not apply to any liability of any insured covered under this policy for "injury or damage" arising directly or indirectly out of the structural failure, collapse, bursting, flooding, cracking, settling, seepage, underseepage, spillage, subsidence, landslide or other earth movement of any dam, levee, dike or reservoir owned, operated, maintained, constructed or controlled by any insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY EXCLUSION – PUBLIC ENTITY OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

- I.** Exclusion **c. Pollution** under Paragraph **2. Exclusions** of **Section I – Coverages** is deleted and replaced by the following:

This insurance does not apply to:

c. Pollution

- (1)** Any professional liability or related defense costs and expenses arising out of the actual "discharge" of pollutants.
- (2)** Any "injury or damage", loss, cost, expense, liability or legal obligation arising out of or in any way related to pollution, however caused. Pollution includes the actual, alleged, or potential presence in or introduction into the environment of any substance if such substance has, or is alleged to have, the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, structure (or the air within), watercourse or other body of water, including underground water.

However, this exclusion does not apply to:

- (a)** Bodily injury if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and is caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.
- (b)** Bodily injury or property damage arising out of heat, smoke or fumes from a hostile fire unless that hostile fire occurred or originated at:
 - (i)** Any premises, site or location which is or was at any time used by any insured or others for the handling, storage, disposal, processing or treatment of waste; or
 - (ii)** Any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, pollutants except to the extent coverage is provided in Paragraph **c.(2)(c)** below.
- (c)** Bodily injury or property damage which occurs as a result of your operations provided the bodily injury or property damage is not otherwise excluded in whole or part and arises out of the following:
 - (i)** Potable water which you supply to others;
 - (ii)** Chemicals you use in your water or wastewater treatment process;
 - (iii)** Chemicals you use or store in your classrooms and laboratories;
 - (iv)** Chemicals you use, apply or store for your ownership, maintenance, or operation of swimming pools;

- (v) The use, application or storage of road salt or similar substances designed and used for snow and ice removal from road and similar surfaces;
- (vi) Natural gas or propane gas you use in your water or wastewater treatment process;
- (vii) Urgent response for the protection of property, human life, health or safety conducted away from premises owned by, rented to or regularly occupied by you;
- (viii) "Training operations" by you;
- (ix) Water runoff from the cleaning of equipment used in an "emergency service activity";
- (x) Storage and/or application of pesticides or herbicides if such storage and/or application meets all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government; or
- (xi) Fuels, lubricants or other operating fluids needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of a covered auto or mobile equipment or its parts, but only if:
 - (a) The fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them; and
 - (b) The fuels, lubricants or other operating fluids are not:
 - (1) Intentionally "discharged"; or
 - (2) Brought on or to a premises, site or location with the intent to be "discharged" as part of the operations being performed by an insured, contractor or subcontractor.
- (d) Bodily injury or to property damage if such bodily injury or property damage is caused by the escape or back-up of sewage or wastewater from any sewage treatment facility or fixed conduit or piping that you own, operate, lease or control, or for which you have the right of way. The property damage must occur away from land you own or lease, to be covered.
- (e) Bodily injury or to property damage caused by an accident which occurs away from a premises owned by or rented to an insured with respect to pollutants not in or upon a covered auto if:
 - (i) The pollutants or any property in which the pollutants are contained are upset, overturned or damaged as a result of the maintenance or use of a covered auto; and
 - (ii) The "discharge" of the pollutants is caused directly by such upset, overturn or damage.

Paragraphs **c.(2)(c)** and **c.(2)(d)** of this exclusion only apply with respect to "short-term pollution events" and only if you notified us of the "short-term pollution event" as soon as practicable but no more than fourteen (14) days after its ending. The entirety of any "discharge" or series of related "discharges" will be deemed a single "discharge" regardless of the length of time over which the pollutants are released. The entirety of any "discharge" or series of related "discharges" will be deemed to have occurred only at the date the earliest "discharge" commenced.

- (3) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants.

However, this paragraph does not apply to liability for damages because of property damage that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or suit by or on behalf of a governmental authority.

II. For the purposes of this exclusion, the following definitions are added to Section IV – Definitions:

- (a)** "Discharge" includes dispersal, seepage, migration, release or escape.
- (b)** "Training operations" means activities used to prepare, train, or instruct members of a fire department, emergency medical services unit, or rescue squad in accepted and recognized emergency procedures, including municipal, state and federal standards.
- (c)** "Emergency service activity" means:
 - (1)** All operations conducted by your firefighting, emergency medical services, or rescue squad units; and
 - (2)** Which are sanctioned by you.
- (d)** "Short-term pollution event" means a "discharge" of pollutants which:
 - (1)** Begins during the policy period;
 - (2)** Begins at an identified time and place;
 - (3)** Ends, in its entirety, at an identified time within forty-eight (48) hours of the beginning of the "discharge" of the pollutants; and
 - (4)** Does not originate from an "underground storage tank", except for storage tanks used to hold or process water, wastewater or sewage.

To be a "short-term pollution event", the "discharge" of pollutants need not be continuous. However, if the "discharge" is not continuous, then all "discharges" of the same pollutants from essentially the same source, considered together, must satisfy Provisions **(1)** through **(4)** of this definition to be considered a "short-term pollution event".
- (e)** "Underground storage tank" means any storage tank, including any attached pumps, valves or piping, buried below the surface of the ground or water, or which at any time, had been buried under the surface of the ground or water and then subsequently exposed by any means. For the purposes of this definition, buried means that at least 10% of it is below the surface of the ground or water.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EMERGENCY SERVICE ORGANIZATION AMENDATORY
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

- I. The following is added to Paragraph **1.a. Insuring Agreement** under **Section I – Coverages**:
- When we have the right and duty to defend the insured against any suit seeking damages for "injury or damage" to which this insurance applies and when the applicable limits of "controlling underlying insurance" have been exhausted, we will pay the insured's expenses incurred at our request, including actual loss of earnings not to exceed \$300 per day.
- We will assume such charge only if such expense was not included in the "controlling underlying insurance".
- When we assume such charge, we will pay in addition to the applicable limit of insurance only if the policy of "controlling underlying insurance" specifies that limits are not reduced by any defense expenses.
- II. Paragraph **3. Duties In The Event Of An Event, Claim or Suit** under **Section III – Conditions** is deleted and replaced by the following:
- a. You must see to it that we are notified as soon as possible of an "event", regardless of the amount, which may result in a claim under this insurance. To the extent possible, notice should include:
- (1) How, when and where the "event" took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any "injury or damage" arising out of the "event".
- b. If a claim is made or suit is brought against any insured, you must:
- (1) Immediately record the specifics of the claim or suit and the date received; and
 - (2) Notify us as soon as possible.
- You must see to it that we receive written notice of the claim or suit as soon as possible.
- c. You and any other insured involved must:
- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the suit; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury or damage" to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – DESIGNATED ABOVE GROUND STORAGE TANK EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE

Description and/or Location of Above Ground Storage Tank(s):
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
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Sub-Paragraph **c. Pollution** under Paragraph **2. Exclusions** of **Section I – Coverages** is deleted and replaced by the following:

Insurance provided under this Coverage Part does not apply to:

c. Pollution

- (1) "Injury or damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants.

This exclusion does not apply to the extent that valid "controlling underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "injury or damage". However, for any pollution liability coverage provided under this policy, this coverage does not apply to any "injury or damage" arising out of an incident resulting from a named peril and originating from the above ground storage tank(s) listed in the above Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EMERGENCY SERVICE ORGANIZATION - NAMED
INSURED LIMITATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE

Designated Emergency Service Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

This insurance applies only to the "injury or damage" covered by this insurance and arising out of the firefighting, emergency, rescue or incidental operations of the emergency service organization(s) designated in the above Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COVERAGE FOR DESIGNATED DAMS, LEVEES, DIKES
OR RESERVOIRS – DIFFERING CONDITIONS
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE A

Designated Dam(s), Levee(s), Dike(s) or Reservoir(s):

SCHEDULE B

Designated Dam(s), Levee(s), Dike(s) or Reservoir(s):

SCHEDULE C

Designated Dam(s), Levee(s), Dike(s) or Reservoir(s):

- A.** The following exclusion is added to Paragraph **2. Exclusions** of **Section I - Coverages**:
- e.** Dams

1. This insurance does not apply to any liability of any insured covered under this policy for "injury or damage" arising directly or indirectly out of the structural failure, collapse, bursting, flooding, cracking, settling, seepage, underseepage, spillage, subsidence, landslide or other earth movement of any dam, levee, dike or reservoir listed under the above **Schedule A** that is owned, operated, maintained, constructed or controlled by any insured.
2. Paragraph **e.1.** does not apply to any dam, levee, dike or reservoir listed in the above **Schedule B**.
3. This insurance does not apply to any liability of any insured covered under this policy for "injury or damage" arising directly or indirectly out of the ownership, operation, existence, maintenance or use of any dam, levee, dike or reservoir listed shown in the above **Schedule C**, including structural failure, collapse, bursting, flooding, cracking, settling, seepage, underseepage, spillage, subsidence, landslide or other earth movement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER VALID AND COLLECTABLE INSURANCE AMENDMENT – EMERGENCY SERVICE ORGANIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following is added to Paragraph **8. Other Insurance** of **Section III Conditions**:

However, in the event other liability insurance exists for the following:

- (1)** An auto the Named Insured doesn't own, hire or borrow which is being used by a person, commission, authority, board or agency, if applicable and as described in the "controlling underlying insurance";
- (2)** A substitute auto, if applicable and as described in the "controlling underlying insurance";
- (3)** A commandeered auto, if applicable and as described in the "controlling underlying insurance"; or
- (4)** Commandeered equipment other than an auto, if applicable and as described in the "controlling underlying insurance";

This insurance will be excess over the applicable "controlling underlying insurance" and will not take into consideration nor will seek contribution from the applicable other insurance, described in paragraphs **(1)** through **(4)** above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNMANNED AIRCRAFT LIABILITY COVERAGE SUBLIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE

Unmanned Aircraft Liability Each Occurrence Limit Of Insurance:	\$
Unmanned Aircraft Liability Aggregate Limit Of Insurance:	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverages:

Insurance provided under this Coverage Part does not apply to:

Unmanned Aircraft

"Injury or damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and loading or unloading.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "event" which caused the "injury or damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply to coverage for "injury or damage" attributable to "unmanned aircraft" only to the extent that valid "controlling underlying insurance" for such "unmanned aircraft" exists or would have existed but for the exhaustion of underlying limits. Coverage provided will follow the provisions and exclusions of the applicable "controlling underlying insurance" unless otherwise directed by this insurance.

As used in this exclusion, loading or unloading means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an "unmanned aircraft";
- b.** While it is in or on an "unmanned aircraft"; or
- c.** While it is being moved from an "unmanned aircraft" to the place where it is finally delivered;

but loading or unloading does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the "unmanned aircraft".

B. The following is added to Section II – Limits Of Insurance:

- (1)** The Unmanned Aircraft Liability Aggregate Limit of Insurance shown in the Schedule of this endorsement is the most we will pay for the sum of all "ultimate net loss" for all "injury or damage" attributable to "unmanned aircraft" covered under this Coverage Part.
- (2)** Subject to Paragraph **B.(1)** above, the Unmanned Aircraft Liability Each Occurrence Limit of Insurance shown in the Schedule of this endorsement is the most we will pay for the sum of all "ultimate net loss" under this insurance because of all "injury or damage" arising out of any one "event" attributable to "unmanned aircraft" covered under this Coverage Part.

The above described limits of insurance in paragraphs **B.(1)** and **B.(2)** are subject to, and not in addition to, the Aggregate Limit or Products-Completed Operations Aggregate Limit shown in the Declarations page of this policy. Any payments under the Unmanned Aircraft Liability Aggregate Limit of Insurance and Unmanned Aircraft Liability Each Occurrence Limit of Insurance will erode the Aggregate Limit or Products-Completed Operations Aggregate Limit.

C. The following definition is added to the **Section IV - Definitions**:

"Unmanned aircraft" means an aircraft that is not:

1. Designed;
2. Manufactured; or
3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – DATA PRIVACY,
CYBER LIABILITY, CYBER EXPENSE AND
PRIVACY CRISIS MANAGEMENT EXPENSE**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. The following is added to Paragraph 2. Exclusions of Section I – Coverages:

This insurance does not apply to any "injury or damage", loss to intangible property, or any other liability, fiduciary responsibility, act, error, omission, demand, loss of any nature or kind, fees, expenses, or payments, arising directly or indirectly out of or in any manner related to:

- (a) An electronic information security event as described or defined in the "controlling underlying insurance";
- (b) A privacy event as described or defined in the "controlling underlying insurance"; and
- (c) Any coverage afforded in the "controlling underlying insurance" for data privacy, cyber liability, cyber related expenses and privacy crisis management expenses.

B. The following is added to Paragraph 2. Exclusions of Section I – Coverages:

This insurance does not apply to any "injury or damage", loss to intangible property, or any other liability, fiduciary responsibility, act, error, omission, demand, or loss of any nature or kind, arising directly or indirectly out of or in any manner related to:

- (1) Any access to, failure to protect from access of, theft of, unauthorized viewing or copying of, disclosure of or loss of control over any information;
- (2) Failure to report an unauthorized disclosure of information, or failure to comply with Payment Card Industry Data Security Standards, breach notification laws, data security or privacy laws, or statutory requirements to manage an identity theft prevention program;
- (3) The loss of, loss of use of, damage to, corruption of, alteration or distortion of, destruction or erasure of, inability to access, inability to manipulate, or the impairment in the function, availability, range of use of, any electronic data;
- (4) The loss of, loss of use of, damage to, corruption of, alteration or distortion of, destruction or erasure of, failure of, slowdown or malfunction of, inability to access or inability to manipulate any computer or electronically controlled equipment, or any internet controlled equipment, including but not limited to, software or computer programs, components, hardware and any peripheral equipment, stationary or mobile devices, repositories and storage devices, processing equipment, and any other media or devices which are used with or for any electronically or internet controlled equipment or electronic data dissemination;
- (5) The loss of, loss of use of, damage to, interruption or disruption of, corruption of, alteration of, destruction of, failure of, slowdown of, malfunction of, overload of, disablement or shutdown of, inability to access, inability to manipulate or inability to conduct transactions over any computer or electronic system or network, data network, power or electrical supply network, communication or telecommunication network, satellite, systems or website, including but not limited to, the internet, internet service providers, Domain Name System (DNS) service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of internet, communications or telecommunications infrastructure;

- (6) Any acts of electronic, e-commerce or cyber vandalism, cyber or internet crime, cyber terrorism, or any failure to prevent or detect such acts, including but not limited to:
- (a) Hacking, phishing, or unauthorized access, modification or use, of a computer or electronic network, data network, communication network, satellite, systems, computer or electronically controlled equipment, internet controlled equipment or website;
 - (b) Unauthorized use of another's name, product or intellectual property;
 - (c) The transmission of a computer virus or malicious software or code;
 - (d) A computer security breach, network security or content breach, or data breach;
 - (e) A denial of service attack;
 - (f) Any fraudulent electronic acts, including any fraudulent electronic transfer of funds or charges; and
 - (g) Any acts of cyber espionage or cyber extortion.

This exclusion applies even if damages are claimed for:

- (i) Business interruption costs, loss of revenue, continuing expenses, extra expenses, increase in costs, repair costs, replacement costs, upgrading or improvement costs, remediation, recreation or restoration expenses including any redesign of infrastructure;
- (ii) Post breach expenses, including but not limited to, notification costs, credit monitoring expenses, identity or fraud monitoring expenses, forensic expenses, investigation costs, legal expenses, public relations expenses and crisis management expenses;
- (iii) Reputational or brand damage;
- (iv) Punitive damages, assessments, fines or penalties;
- (v) Ransom payments or extortion demands;

Or any other loss, costs, expenses or fees incurred by you or others arising out of that which is described in Paragraph (1) through (6) above.

As used in this endorsement, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

C. For the purposes of this endorsement, the following is added to Paragraph 2. Exclusions of Section I – Coverages:

This insurance does not apply to:

Expected Or Intended Injury

"Injury or damage" expected or intended from the standpoint of the insured or any other person or organization.

This exclusion also applies to violation of rights of another caused by or at the direction of the insured or any other person or organization with the knowledge that the act would violate the rights of another and would inflict "injury or damage".

D. For the purposes of this endorsement, the following is added to Paragraph 2. Exclusions of Section I – Coverages:

This insurance does not apply to:

Contractual Liability

"Injury or damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement, or arising out of a breach of contract.

The exclusions in Paragraphs A., B., C. and D. above are applicable, except to the extent any coverage described above is provided under the Cyber Liability And Privacy Crisis Management Expense Coverage Endorsement CXE 03 21.

State:	District of Columbia	First Filing Company:	American Alternative Insurance Corporation, ...
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0020 Commercial Umbrella and Excess		
Product Name:	Commercial Excess		
Project Name/Number:	2020 New/Revised Commercial Excess Endorsements/BM-UMXS-FO-GEN-MU-2019-3		

Supporting Document Schedules

Bypassed - Item:	Readability Certificate
Bypass Reason:	NA
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Consulting Authorization
Bypass Reason:	NA
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	NA
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Expedited SERFF Filing Transmittal Form
Bypass Reason:	NA
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Forms EM
Comments:	
Attachment(s):	Forms EM - Countrywide.pdf
Item Status:	
Status Date:	

Satisfied - Item:	Marked Changes
Comments:	
Attachment(s):	CXE 03 19 Redlined.pdf
Item Status:	
Status Date:	

SERFF Tracking #:	AMLX-132182263	State Tracking #:		Company Tracking #:	BM-UMXS-FO-GEN-MU-2019-3
<hr/>					
State:	District of Columbia	First Filing Company:	American Alternative Insurance Corporation, ...		
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0020 Commercial Umbrella and Excess				
Product Name:	Commercial Excess				
Project Name/Number:	2020 New/Revised Commercial Excess Endorsements/BM-UMXS-FO-GEN-MU-2019-3				

Endorsement Explanatory Material

Excess

Endorsement Being Submitted	Replacing	Description	Differences	Broadening /Restriction/ Coverage Neutral	Form Type	Flesch Score	Mandatory/ Optional
CXE 03 37 01 20 Coverage For Designated Dams, Levees, Dikes Or Reservoirs	N/A	This endorsement adds an exclusion for injury/damage from any dam, levee, dike or reservoir except for a dam, levee, dike or reservoir designated in the Schedule of the endorsement.	N/A	Restriction	Endt	48.5	Optional
CXE 03 38 01 20 Pollution Liability Exclusion – Public Entity Operations	N/A	This endorsement amends the ISO Commercial Excess Liability Coverage Form CX 00 01 04 13 pollution exclusion to provide additional coverage grants specific to public entity operations, for short term pollution events.	N/A	Restriction	Endt	47.5	Optional
CXE 03 39 01 20 Emergency Service Organization Amendatory Endorsement	N/A	This endorsement provides coverage for insured's expenses incurred at our request and actual loss of earnings at a specified amount, if not covered by the underlying insurance policy and when such underlying policy limits have been exhausted.	N/A	Broadening	Endt	52.2	Optional

Endorsement Being Submitted	Replacing	Description	Differences	Broadening /Restriction/ Coverage Neutral	Form Type	Flesch Score	Mandatory/ Optional
CXE 03 40 01 20 Pollution Liability – Designated Above Ground Storage Tank Exclusion	N/A	This endorsement amends the ISO Commercial Excess Liability Coverage Form CX 00 01 04 13 pollution exclusion by preventing the follow form coverage grant from applying to injury/damage originating from the above ground storage tank(s) designated in the Schedule of the endorsement.	N/A	Restriction	Endt	48.5	Optional
CXE 03 41 01 20 Emergency Service Organization – Named Insured Limitation Endorsement	N/A	This endorsement restricts injury/damage covered to the firefighting, emergency, rescue or incidental operations of the emergency service organization(s) designated in the Schedule of the endorsement.	N/A	Restriction	Endt	49.0	Optional
CXE 03 42 01 20 Coverage For Designated Dams, Levees, Dikes Or Reservoirs – Differing Conditions Endorsement	N/A	This endorsement adds an exclusion for a dam, levee, dike or reservoir owned, operated, maintained, constructed or controlled by any insured designated in Schedule A of the endorsement, allows for coverage give back for specified dam, levee, dike or reservoir in Schedule B of the endorsement, and adds an exclusion for any dam, levee, dike or reservoir in Schedule C of the endorsement.	N/A	Restriction	Endt	47.9	Optional

Endorsement Being Submitted	Replacing	Description	Differences	Broadening /Restriction/ Coverage Neutral	Form Type	Flesch Score	Mandatory/ Optional
CXE 03 43 01 20 Other Valid And Collectible Insurance Amendment – Emergency Service Organizations	N/A	This endorsement expands on the Other Insurance Condition in the ISO Commercial Excess Liability Coverage Form CX 00 01 04 13, with excess provisions applicable to Automobile exposures covered by underlying policies, specific for Emergency Service Organizations.	N/A	Coverage Neutral	Endt	49.3	Optional
CXE 03 44 01 20 Unmanned Aircraft Liability Coverage Sublimit	N/A	This endorsement adds an exclusion for unmanned aircraft, but provides specified sublimited coverage for unmanned aircraft on a follow form basis	N/A	Restrictive	Endt	47.7	Optional

Revised Endorsement Being Submitted	Replacing	Description	Differences	Broadening /Restriction/ Coverage Neutral	Form Type	Flesch Score	Mandatory/ Optional
CXE 03 19 01 20 Exclusion – Data Privacy, Cyber Liability, Cyber Expense And Privacy Crisis Management Expense	CXE 03 19 10 17 Exclusion – Data Privacy, Cyber Liability, Cyber Expense And Privacy Crisis Management Expense	This endorsement adds an exclusion for injury/damage from data privacy, cyber liability, cyber expense and privacy crisis management expense.	The previous 10 17 edition of CXE 03 19 has been amended to work with previously filed/approved Excess endorsement CXE 03 21, which provides sublimited coverage for cyber liability and/or privacy crisis management expense. The revised 01 20 edition of CXE 03 19 amends the	Restriction	Endt	48.3	Optional

Revised Endorsement Being Submitted	Replacing	Description	Differences	Broadening /Restriction/ Coverage Neutral	Form Type	Flesch Score	Mandatory/ Optional
			absolute exclusion by providing a coverage grant within the exclusions for the sublimited coverage afforded in CXE 03 21 if CXE 03 21 is also attached to the policy.				

Note: With respect to rating impact, any rate relief/increase has been contemplated in the existing rating structure and will be based upon the underlying pricing.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DATA PRIVACY, CYBER LIABILITY, CYBER EXPENSE AND PRIVACY CRISIS MANAGEMENT EXPENSE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. The following is added to Paragraph 2. Exclusions of Section I – Coverages:

This insurance does not apply to any "injury or damage", loss to intangible property, or any other liability, fiduciary responsibility, act, error, omission, demand, loss of any nature or kind, fees, expenses, or payments, arising directly or indirectly out of or in any manner related to:

- (a) An electronic information security event as described or defined in the "controlling underlying insurance";
- (b) A privacy event as described or defined in the "controlling underlying insurance"; and
- (c) Any coverage afforded in the "controlling underlying insurance" for data privacy, cyber liability, cyber related expenses and privacy crisis management expenses.

B. The following is added to Paragraph 2. Exclusions of Section I – Coverages:

This insurance does not apply to any "injury or damage", loss to intangible property, or any other liability, fiduciary responsibility, act, error, omission, demand, or loss of any nature or kind, arising directly or indirectly out of or in any manner related to:

- (1) Any access to, failure to protect from access of, theft of, unauthorized viewing or copying of, disclosure of or loss of control over any information;
- (2) Failure to report an unauthorized disclosure of information, or failure to comply with Payment Card Industry Data Security Standards, breach notification laws, data security or privacy laws, or statutory requirements to manage an identity theft prevention program;
- (3) The loss of, loss of use of, damage to, corruption of, alteration or distortion of, destruction or erasure of, inability to access, inability to manipulate, or the impairment in the function, availability, range of use of, any electronic data;
- (4) The loss of, loss of use of, damage to, corruption of, alteration or distortion of, destruction or erasure of, failure of, slowdown or malfunction of, inability to access or inability to manipulate any computer or electronically controlled equipment, or any internet controlled equipment, including but not limited to, software or computer programs, components, hardware and any peripheral equipment, stationary or mobile devices, repositories and storage devices, processing equipment, and any other media or devices which are used with or for any electronically or internet controlled equipment or electronic data dissemination;
- (5) The loss of, loss of use of, damage to, interruption or disruption of, corruption of, alteration of, destruction of, failure of, slowdown of, malfunction of, overload of, disablement or shutdown of, inability to access, inability to manipulate or inability to conduct transactions over any computer or electronic system or network, data network, power or electrical supply network, communication or telecommunication network, satellite, systems or website, including but not limited to, the internet, internet service providers, Domain Name System (DNS) service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of internet, communications or telecommunications infrastructure;

- (6) Any acts of electronic, e-commerce or cyber vandalism, cyber or internet crime, cyber terrorism, or any failure to prevent or detect such acts, including but not limited to:
- (a) Hacking, phishing, or unauthorized access, modification or use, of a computer or electronic network, data network, communication network, satellite, systems, computer or electronically controlled equipment, internet controlled equipment or website;
 - (b) Unauthorized use of another's name, product or intellectual property;
 - (c) The transmission of a computer virus or malicious software or code;
 - (d) A computer security breach, network security or content breach, or data breach;
 - (e) A denial of service attack;
 - (f) Any fraudulent electronic acts, including any fraudulent electronic transfer of funds or charges; and
 - (g) Any acts of cyber espionage or cyber extortion.

This exclusion applies even if damages are claimed for:

- (i) Business interruption costs, loss of revenue, continuing expenses, extra expenses, increase in costs, repair costs, replacement costs, upgrading or improvement costs, remediation, recreation or restoration expenses including any redesign of infrastructure;
- (ii) Post breach expenses, including but not limited to, notification costs, credit monitoring expenses, identity or fraud monitoring expenses, forensic expenses, investigation costs, legal expenses, public relations expenses and crisis management expenses;
- (iii) Reputational or brand damage;
- (iv) Punitive damages, assessments, fines or penalties;
- (v) Ransom payments or extortion demands;

Or any other loss, costs, expenses or fees incurred by you or others arising out of that which is described in Paragraph (1) through (6) above.

As used in this endorsement, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

C. For the purposes of this endorsement, the following is added to Paragraph 2. Exclusions of Section I – Coverages:

This insurance does not apply to:

Expected Or Intended Injury

"Injury or damage" expected or intended from the standpoint of the insured or any other person or organization.

This exclusion also applies to violation of rights of another caused by or at the direction of the insured or any other person or organization with the knowledge that the act would violate the rights of another and would inflict "injury or damage".

D. For the purposes of this endorsement, the following is added to Paragraph 2. Exclusions of Section I – Coverages:

This insurance does not apply to:

Contractual Liability

"Injury or damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement, or arising out of a breach of contract.

The exclusions in Paragraphs A., B., C. and D. above are applicable, except to the extent any coverage described above is provided under the Cyber Liability And Privacy Crisis Management Expense Coverage Endorsement CXE 03 21.